



Order Form for Services: Boundless Technologies Limited

Parties:

Boundless Technologies Limited a company registered in Ireland (registration no. 649946) having its registered office at The Greenway Iconic Offices, Block C, 112-114 St Stephen's Green, Dublin D02 TD28, Ireland (**Boundless**) and the counterparty executing below (the **Client**).

Background:

Boundless provides employer of record, international payroll, HR compliance and administrative services and the Client wishes to engage Boundless to provide such services via its proprietary software platform and user interface on the basis of this Order Form and the general terms and conditions attached hereto (the **Terms & Conditions**).

Effective Date:

Initial Territories:

(Note: territories can be added/removed as required, for the duration of the Term)

Fees: Per Territory Fee: €50 per month per country
Payroll Processing Fee: 8% of total payroll package

Payment Details:

If sending funds from Eurozone	If sending funds from the UK	If sending funds in USD
<p>Account Holder: Boundless Technologies Limited</p> <p>IBAN (to receive EUR from the EU only): BE09 9670 0233 7157</p> <p>Bank code (SWIFT / BIC): TRWIBEB1XXX</p> <p>Bank Address: TransferWise Europe SA Square de Meeûs 38 bte 40 Brussels 1000 Belgium</p>	<p>Account Holder: Boundless Technologies Limited</p> <p>Account number: 64737410</p> <p>IBAN (to receive GBP from UK only): GB49 TRWI 2314 7064 7374 10</p> <p>UK Sort Code: 23-14-70</p> <p>Bank Address: TransferWise 56 Shoreditch High Street London E1 6JJ United Kingdom</p>	<p>Account Holder: Boundless Technologies Limited</p> <p>Account number: 8310461587</p> <p>Wire transfer number: 026073008</p> <p>Bank code (SWIFT / BIC): CMFGUS33</p> <p>Routing number (ACH or ABA): 026073150</p> <p>Bank Address: TransferWise 19 W 24th Street New York 10010 United States</p>

Payment terms:

Fees and full payroll costs shall be payable within four working days of receipt of invoice.

Notice / Contact Details:

Dee Coakley, CEO, Boundless Technologies Ltd, The Greenway Iconic Offices, Block C, 112-114 St Stephen's Green, Dublin D02 TD28, Ireland.

Legal notice & contract queries – legal@boundlesshq.com;

Payroll/employee queries – payroll@boundlesshq.com;

Accounts/payment queries – accounts@boundlesshq.com.

Please see attached General Terms and Conditions, which shall govern all engagement pursuant to this Order Form and which together form the Agreement between the Client and Boundless.

EXECUTED by the parties on _____ 20__

SIGNED

Duly authorised for and on behalf of
BOUNDLESS TECHNOLOGIES LIMITED

SIGNED

Duly authorised for and on behalf of
[_____] (Client)



Terms & Conditions of Business: Boundless Technologies Limited

Parties: These terms and conditions of business (**Terms & Conditions**) shall apply to the engagement of **Boundless Technologies Limited** a company registered in Ireland (registration no. 649946) having its registered office at The Greenway Iconic Offices, Block C, 112-114 St Stephen's Green, Dublin D02 TD28, Ireland (**Boundless**) and the counterparty executing the associated Order Form (the **Client**) for the Services.

Background: Boundless provides employer of record, international payroll, HR compliance and administrative services via its proprietary software platform and user interface (the **Platform**) and the Client wishes to engage Boundless to provide such services on these Term & Conditions.

Interpretation: Capitalised terms used in this document shall have the following meanings:

Agreement means the relevant Order Form and these Terms and Conditions.

Confidential Information means all information of a confidential nature, whether provided before or after the date of this Agreement, relating to either party, whether in writing, orally communicated, in electronic format or otherwise.

Data Protection Legislation means applicable data protection law, any applicable statutory or regulatory provisions and (where applicable to the Territory) all European Directives and regulations in force from time to time relating to the protection, retention and transfer of personal data (including the General Data Protection Regulation).

Employment Contract means either a permanent or fixed term employment contract between Boundless (or affiliate) and Personnel.

Fees has the meaning set out in the Order Form.

IPR means intellectual property rights of any nature whatsoever (whether registered or unregistered).

Order Form means the order form for Services entered into between Boundless and the Client.

Personnel means such workers providing services to the Client as are added to the Platform by the Client from time to time.

Services means the employer of record, international payroll, HR compliance and administrative services to be provided by Boundless to the Client under these Terms & Conditions, as set out in the Order Form.

Term means 12 months from the date hereof, renewing automatically for subsequent 12 months terms, unless terminated by either party by written notice at least 60 days prior to renewal subject to any extension required in order to comply with any relevant Territories' employment regulations.

Territory(ies) means the jurisdiction(s) set out in the Order Form in which the Services will be provided by Boundless plus any additional jurisdiction(s) selected by the Client within the Platform.

TUPE means the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (or as same may be amended or updated from time to time).

Terms & Conditions: It is hereby agreed as follows:

1. Appointment:

The Client hereby appoints Boundless to provide the Services to the Client for the Term in the Territories.

2. Boundless Responsibilities:

2.1 Boundless will act as employer of record for the Client and will be responsible for payroll processing services and reporting in relation to Personnel, including payments to Personnel, tax authorities, benefits providers, and any other relevant payees, on behalf of the Client in the Territories.

2.2 Boundless will engage Personnel directly pursuant to an Employment Contract applicable for the Territory in which the Personnel is working, on commercial terms and conditions approved by the Client (and in compliance with clause 3.1, where applicable), which shall include provisions relating to confidentiality and providing that all work product and or IPR arising from same being vested in / assignable to the Client.

2.3 Boundless will ensure compliance with local human resources regulations for the Territories Personnel are based in and will provide unlimited access to human resources / employment law advices for the Client in the relevant Territories and will be responsible for statutory obligations in relation to Personnel, including but not limited to maintaining personnel and payroll records and complying with applicable Data Protection Legislation.

2.4 Boundless will support Personnel, wherever Personnel are tax resident, provided that they continue to be tax resident in Territories supported by Boundless. Where Personnel move Territory, the Client will notify Boundless immediately to allow for transition arrangements.

2.5 Boundless shall maintain, at its own expense, such licenses and permits as may be reasonably required by applicable law and regulation in order to provide the Services in the relevant Territories.

2.6 Boundless will deliver the Services via the Platform and hereby grants a non-exclusive, unlimited licence to the Client and its representatives to access the Platform for Services for the duration of the Term.

2.7 Boundless may delegate or sub-contract its responsibilities hereunder to affiliates and / or third-party service providers. All payments by Boundless under this Agreement will be processed through *TransferWise*, a third-party payments provider to Boundless.

2.8 During the Term, Boundless agrees that it will not solicit any Personnel to provide services directly to Boundless.

3. Client Responsibilities:

3.1 The Client will be responsible for obtaining work and other permits required under applicable law for the engagement of Personnel, for the arrangement of medical examinations and/or investigations into the medical history of any Personnel and satisfy any medical, regulatory and other requirements or qualifications required by applicable law in the relevant Territories.

3.2 The Client will be responsible to Personnel directly with respect to work location, working times, working practices, equipment and monitoring and all related matters concerning performance of work, in a manner consistent with the Employment Contracts.

3.3 The Client will be responsible for providing Personnel with a suitable and safe working environment and will comply with all health and safety laws and regulations applicable in each Territory relating to same.

- 3.4 The Client will provide all required equipment for Personnel (hardware, software, stationery, etc); and will be solely responsible for collecting all such equipment and any work product or business information of the Client from Personnel in the event of a termination of employment or termination of the Agreement.
- 3.5 The Client agrees that Personnel shall be entitled to any and all statutory benefits provided to employees in the Territory of employment.
- 3.6 The Client will consult with Boundless regarding any changes to location, business activity and legal work status for all Personnel.
- 3.7 The Client will provide prior written notice to Boundless of any termination or redundancy of Personnel. Boundless will provide clear guidance on how the termination or redundancy will be carried out, in accordance with the relevant Territory's employment regulations. The Client will be responsible for all costs and liabilities associated with the implementation of termination or redundancy of Personnel.
- 3.8 The Client will maintain, at its own expense, such licenses and permits as may be reasonably required by applicable law and regulation in order to carry on its business in the Territories.
- 3.9 The Client will be responsible for employers' insurance obligations in respect of Personnel in each Territory and will be liable for (and indemnify Boundless against) all loss, costs and damages incurred by Boundless arising from any claim(s) by Personnel against Boundless as employer.
- 3.10 The Client will be responsible for ensuring that the terms and conditions of employment of any Personnel transferring to the employment of Boundless by operation of TUPE shall be reflected to the extent required by TUPE in the Employment Contract of such Personnel and will be liable for (and indemnify Boundless against) all loss, costs and damages incurred by Boundless arising from any claim(s) by Personnel or any third party against Boundless for any breach of this obligation.

4. **Disclaimers:**

- 4.1 Boundless will have no responsibility to Personnel in relation to any prior contracts or engagements or additional commitments between the Client and Personnel and / or any termination thereof (and shall be fully indemnified by the Client in respect thereof).
- 4.2 Boundless will have no responsibility or liability for performance of work by Personnel for the Client or for any activity by Personnel in providing services to the Client.
- 4.3 Boundless will have no liability to the Client where Boundless (or its affiliate(s) or partner(s)) has provided legal or other advice / guidance to the Client and the Client has not followed or has deviated from that advice/guidance.
- 4.4 Boundless will have no responsibility for payments, fines or penalties arising from any breach of statute or regulation by Personnel or by the Client.

5. **Fees / Payment:**

- 5.1 The Fees payable by the Client shall be as set out in the Order Form. The Fees shall be payable at the times and in the manner set out in the Order Form and will be transferred to Boundless in one amount. Time will be of the essence for all such payments and the Client will be liable for (and indemnify Boundless against) any claims from Personnel or relevant taxation authorities for late payment.
- 5.2 All payments provided for above are exclusive of applicable Taxes, which shall be added to Boundless' invoices at the rate applicable at the time of invoicing.

5.3 The Client agrees to make a payment to Boundless for the value of the estimated first month's total payroll cost and will continue at all times to keep Boundless in funds by a sum equivalent at least to the previous month's total payroll cost. Where the Client fails to make an advance payment of this sum, or where the Client's balance falls below the value of the previous month's total payroll cost, then the Fees set out on the Order Form will be an additional 2% of total payroll cost.

6. Confidentiality:

Neither party will at any time disclose to any third person (save its affiliates and partners, on a need to know basis in order to perform this Agreement), without prior written consent of the other party, any Confidential Information of the other party. Each party shall impose obligations in equivalent terms on its affiliates and partners. Neither party will use Confidential Information for any purpose other than for the proper performance of its obligations under the Agreement.

7. Termination:

7.1 Either party shall be entitled to terminate the Agreement in the event of:

7.1.1 a material breach of this Agreement by the other party which, if capable of remedy, is not remedied by the defaulting party within fifteen days of its receipt of written notice of the breach from the non-defaulting party; or

7.1.2 fraud or wilful default of the other party; or

7.1.3 the other party becoming insolvent or unable to pay its debts when due (as defined by applicable law) or has a liquidator, receiver or manager appointed to it, or a winding-up order instituted against it.

7.2 The Client will not terminate, or require the termination (by Boundless) of, the employment of any Personnel without: (i) 30 days prior notice to Boundless; and (ii) in compliance with applicable contractual or statutory notice periods in the Territory in which the Personnel works and otherwise in compliance with the relevant Employment Contract and applicable employment and other laws of that Territory.

8. Liability / Indemnity:

8.1 Save to the extent excluded by law, Boundless will in no circumstances be liable for any consequential, indirect or special loss or damage (including without limitation loss of business or loss of profit) howsoever arising whether in contract negligence, other tort or otherwise.

8.2 Save to the extent excluded by law, the total aggregate liability of Boundless to the Client, whether in contract, tort or otherwise in connection with this Agreement, shall in no circumstances exceed the amount of Fees paid by the Client to Boundless in the 12 months preceding any claim.

8.3 The Client will indemnify and hold Boundless harmless from:

8.3.1 all claims arising from any matter referred to in clause 3.10 or otherwise arising from or relating to prior employment relationships of Personnel and / or the period prior to the engagement of Personnel by Boundless;

8.3.2 where any Personnel transfer to the employment of Boundless by operation of TUPE, all claims from employees or former employees of the Client relating to compliance with TUPE and / or arising from matters relating to the period prior to any such TUPE transfer;

8.3.3 all claims arising from any matter referred to in clause 4 or clause 5.1 above;

- 8.3.4 any employer's liability claims or claims otherwise taken against Boundless as employer by Personnel; and
- 8.3.5 all personal, property injury or damages incurred or suffered by Personnel during any engagement with the Client.

9. General:

- 9.1 *Publicity:* Boundless will be permitted to reference the Client as a customer on its website and in its physical and online marketing materials, including use of Client logo. "Powered by Boundless" may appear on physical and / or online materials.
- 9.2 *Assignment:* Neither party shall assign this Agreement without the consent of the other party. Boundless may delegate or subcontract its obligations hereunder in the manner provided for in clause 2.7.
- 9.3 *Waiver:* No forbearance, delay or granting of time by either party in or before enforcing the Agreement shall prejudice its rights.
- 9.4 *Entire Agreement:* The Order Form and these Terms and Conditions supersede all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the parties relating to the engagement of Boundless.
- 9.5 *Variation:* Any variation to an Order Form or these Terms and conditions shall only be effective if in writing and signed by (or by persons duly authorised by) the parties.
- 9.6 *No Partnership etc:* Nothing in the Agreement shall create a partnership or joint venture between the parties.
- 9.7 *Notice:* Any notice to be given by either party for the purposes of the Agreement shall be sent by mail / email to the contact party whose details are set out in the Order Form.
- 9.8 *Governing Law:* The Agreement shall be governed by and construed in accordance with the laws of Ireland and shall be subject to the exclusive jurisdiction of the Irish courts.